

Exhibit B

23andMe Settlement Benefits Plan

1. Capitalized Terms: Unless defined herein, the capitalized terms used in this Settlement Benefits Plan are defined in the Settlement Agreement and Release.

2. Administration of Claims: The Notice and Claims Administrator (referred to herein as the “Settlement Administrator”) shall administer and calculate the claims submitted by Settlement Class Members in accordance with the Settlement Benefits Plan. Class Counsel and 23andMe’s Counsel shall be given reports as to both claims and distribution as set forth in the Settlement Agreement. Any determination by the Settlement Administrator regarding the validity or invalidity of any such claims shall be binding, though the Administrator may confer with Class Counsel as issues may arise.

3. Net Settlement Fund: The “Net Settlement Fund” is the Settlement Fund less (1) Notice and Administrative Costs; (2) attorneys’ fees and expenses awarded by the Court; (3) Service Awards to Settlement Class Representatives awarded by the Court; and (4) costs associated with procurement of Privacy & Medical Shield + Genetic Monitoring as described in the Motion for Preliminary Approval and accompanying declarations. The Settlement Administrator shall use the Net Settlement Fund to pay valid claims for Extraordinary Claims, Health Information Claims, and Statutory Cash Claims as set forth below. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Net Settlement Fund pursuant to the process set forth in this Settlement Benefits Plan.

4. Extraordinary Claims: An “Extraordinary Claim” may be submitted by any Settlement Class Member and such claims are limited to verifiable unreimbursed costs or expenditures up to \$10,000 that a Settlement Class Member actually incurred on or after August 11, 2023, through the date of the submission of the Claim Form, and that the Settlement Class Member establishes are related to the Security Incident. Extraordinary Claims shall be paid pursuant to the schedule as set forth in Paragraph 7. Extraordinary Claims shall be limited to:

- a. Unreimbursed costs, expenses, losses or charges incurred as a direct result of identity fraud or falsified tax returns that the Settlement Class Member establishes were the result of the Security Incident.

- b. Unreimbursed costs or expenses associated with the purchase of a physical security or monitoring system that a Settlement Class Member establishes was purchased in response to the Security Incident.
- c. Unreimbursed costs or expenses associated with seeking professional mental health counseling or treatment that a Settlement Class Member establishes was incurred as a result of the Security Incident.

5. Health Information Claims: A “Health Information Claim” may be submitted by any Settlement Class Member who received notice from 23andMe that their health information including (i) uninterpreted raw genotype data, (ii) certain health reports derived from the processing of their genetic information, including health-predisposition reports, wellness reports and carrier status reports, or (iii) self-reported health condition information was involved in the Security Incident. Health Information Claims will be paid a fixed \$100 cash payment from the Health Information Fund. Health Information Claims shall be paid pursuant to the schedule set forth in Paragraph 7.

6. Statutory Cash Claims: In addition to Extraordinary Claims, and/or Health Information Claims, a “Statutory Cash Claim” may be claimed by any Settlement Class Member who was a resident of Alaska, California, Illinois, or Oregon on August 11, 2023. Statutory Cash Claims shall be paid pursuant to the schedule set forth in Paragraph 7.

7. Payment Schedule: All Extraordinary Claims, Health Information Claims, and Statutory Cash Claims shall be paid pursuant to the following schedule:

- a. Valid Extraordinary Claims shall be paid from the Net Settlement Fund up to a total cap of \$5,000,000 (the “Extraordinary Claims Fund”). If the total amount of valid Extraordinary Claims exceeds the Extraordinary Claims Fund, payment of the Extraordinary Claims will be reduced on a pro-rata basis. If the total amount of valid Extraordinary Claims is less than the Extraordinary Claims Fund, the balance of the Extraordinary Claims Fund will be added to the Statutory Cash Claim Fund.
- b. Valid Health Information Claims shall be paid from the Net Settlement Fund up to a total cap which shall have sufficient funds available to pay each valid Health Information Claim but no greater than \$750,000 (“Health Information Claims Fund”). If the amount of valid Health Information Claims is less than the Health Information Claims Fund, the balance of the

Health Information Claims Fund will be added to the Statutory Cash Claim Fund.

c. Valid Statutory Cash Claims shall be paid on a pro-rata basis from the “Statutory Cash Claim Fund,” which shall be the Net Settlement Fund less valid claims paid from the Extraordinary Claims Fund and the Health Information Claims Fund.

8. Remaining Funds: Any remaining funds resulting from the failure of Settlement Class Members to timely negotiate a settlement check or to timely provide required tax information such that a settlement check could issue, shall be used to extend the active period for Privacy & Medical Shield + Genetic Monitoring. No funds may revert to 23andMe.

9. “Claims Deadline” is the last day for Claim Forms to be uploaded online, or postmarked and mailed to the Claims Administrator.

10. “Claim Form” means the document made available pursuant to the provisions of the Settlement Benefits Plan in order to obtain certain benefits under this Settlement Agreement.

11. Claims Period: The “Claims Period” is the period starting from the date the Court enters the Preliminary Approval Order and ending 90 days after the Notice Deadline. Settlement Class Members must submit Claims for Extraordinary Claims, Health Information Claims, and Statutory Cash Claims during the Claims Period.

12. Claims Process: Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically on the Settlement Website or may print a Claim Form for mailing from the Settlement Website. The Settlement Administrator shall verify that each individual who submits a Claim Form is a Settlement Class Member and shall be responsible for validating all claims.

a. Extraordinary Claims:

i. Settlement Class Members with Extraordinary Claims must attest to the accuracy of their Claim Forms and submit Reasonable Documentation supporting their Extraordinary Claims. “Reasonable Documentation” means documentation supporting a claim, including but not limited to: credit card statements, bank statements, invoices, receipts, or other documents substantiating unreimbursed costs, expenses, losses or charges as a direct result of the Security

Incident subject to the limitations set forth in (4)(a)-(c). Personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation for Extraordinary Claims under 4(a)-(c), but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

- ii. In determining whether a claim under (4)(a)-(c) is valid, the Settlement Administrator shall consider: (1) the timing of the loss, including whether the loss occurred on or after August 11, 2023, through the date of the Settlement Class Member's Claim Form submission; (2) whether the loss involved the misuse of the type of Personal Information compromised in the Security Incident; (3) whether the Personal Information compromised in the Security Incident is related to the Settlement Class Member and is of the type that was misused; (4) the Class Member's explanation as to how the loss is related to the Security Incident; and (5) any other factor that the Settlement Administrator considers to be relevant.
- iii. The Settlement Administrator shall have the sole discretion and authority to determine the validity of Extraordinary Claims but may confer with Class Counsel.

b. Health Information Claims:

- i. Settlement Class Members with Health Information Claims must submit a Claim Form.
- ii. The Settlement Administrator shall have the sole discretion and authority to determine the validity of Health Information Claims but may confer with Class Counsel.

c. Statutory Cash Claims:

- iii. Settlement Class Members with Statutory Cash Claims must submit a Claim Form attesting they were a resident of Alaska, California, Illinois, or Oregon on August 11, 2023, and include the residential address where they resided on that date if other than the address provided on their Claim Form as their current residential address.

iv. The Settlement Administrator shall have the sole discretion and authority to determine the validity of Statutory Cash Claims but may confer with Class Counsel.

d. Privacy & Medical Shield + Genetic Monitoring:

i. Settlement Class Members are encouraged to submit a Claim Form requesting enrollment in the Privacy & Medical Shield + Genetic Monitoring. Settlement Class Members who submit a Claim Form for monitoring will be provided with an enrollment code by email after the Effective Date of the Settlement. However, even if a Settlement Class Member does not submit a Claim Form by the Claims Deadline, they can still take advantage of the monitoring services at any time during the three years the monitoring is effective by visiting the Settlement Website and using the contact information provided there for obtaining an enrollment code. Settlement Class Members who enroll after the three-year monitoring period begins will only receive monitoring for the remainder of the three-year period.

13. Payment Method and Timing: Settlement Class Members who make an Extraordinary Claim, a Health Information Claim, and/or a Statutory Payment Claim will be able to select a method of payment, including options for digital payment via PayPal, Venmo, or Zelle. Checks and/or digital payments for approved claims and activation codes for Privacy & Medical Shield + Genetic Monitoring shall be electronically or digitally transmitted or mailed and postmarked to Settlement Class Members within sixty (60) days of the Effective Date, or promptly after enrollment for Settlement Class Members who do not submit a Claim Form for this service during the Claims Period.

14. Disputes:

a. To the extent the Settlement Administrator determines a claim is deficient in whole or part, within twenty-one (21) days after the Settlement Administrator processes all claims, the Settlement Administrator shall notify the Settlement Class Member in writing (including by e-mail where the Settlement Class Member selects e-mail as their preferred method of communication) of the deficiencies and provide the Settlement Class Member thirty (30) days to cure the deficiencies. The notice shall inform

the Settlement Class Member that they can either attempt to cure the deficiencies outlined in the notice, or dispute the determination in writing. If the Settlement Class Member attempts to cure the deficiencies or disputes the determination but, in the sole discretion and authority of the Settlement Administrator fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within fourteen (14) days of the determination.

- b. The Settlement Administrator shall have the sole discretion and authority to determine whether a claim is deficient in whole or part but may consult with Class Counsel in making individual determinations subject to this dispute process.

15. Miscellaneous:

- a. No Person shall have any claim against the Settlement Administrator, 23andMe, Class Counsel, 23andMe's Counsel, any of the Released Parties and/or the Settlement Class Representatives based on distributions of benefits to Settlement Class Members.
- b. Information submitted by Settlement Class Members pursuant to the terms of this Settlement Agreement shall be deemed confidential and protected as such by Class Counsel, 23andMe, CyEx, and the Settlement Administrator.

16. Modification of Settlement Benefits Plan: Should the Parties agree, after Final Approval of the Settlement Agreement, that the provisions of this Settlement Benefits Plan should be modified in the interests of justice, they shall seek the Court's approval for such modification.